

The General Presidents' Maintenance Committee for Canada and The National Maintenance Council for Canada

2022 New Brunswick GPMA and NMA Collective Agreement Renewal

TERMS OF SETTLEMENT

Following discussions with affected Local Unions and Signatory Employers, the General Presidents' Maintenance Committee for Canada and the National Maintenance Council for Canada has finalized the renewal of the following agreements:

1. Irving Oil Limited, Refining Division - General President's Maintenance Agreement (including the Refinery Complex and East Saint John Facilities.)
2. New Brunswick National Maintenance Agreement - Intermittent Version
3. Saint John LNG – General Presidents' Maintenance Agreement.

Below are the changes to the agreements. Some Article numbering may differ slightly from agreement to agreement. All other provisions of the agreements remain "as is."

1. GRIEVANCE PROCEDURE UPDATE - ARTICLE 7.000 GPMA & ARTICLE 6.000 NMA

EXISTING LANGUAGE:

- 7.100 It is agreed that it is the spirit and intent of this Agreement to adjust grievances promptly. All grievances, including discharge for just cause, but not those pertaining to jurisdictional disputes, that may arise on any work covered by this Agreement must be initiated within fifteen (15) working days of the incident by either the employee in Step 1 or the Local Union in Step II and shall be handled in the following manner.
- 7.101 Step 1 Between the aggrieved employee and/or their Steward and the Company supervisor.
- 7.102 Step II Between the aggrieved employee, their Steward and/or Local Union Business Representative and the Craft Foreperson, the Supervisor and the Project Manager. If settlement is not achieved at this step, the grievance must be presented in writing to the Company and to the International Representative of the Union involved.
- 7.103 Step III Between the International Union Representative and the Labour Relations Manager or the highest official of the Company. Carriage and control of any grievance at Step 3 and beyond rests solely with the International Union Representative.
- 7.104 Step IV By negotiation between a committee of the Unions signatory to this Agreement and senior officials of the Company at a meeting to be held at the place of work or a mutually agreeable location.

- 7.105 Step V If any dispute or grievance concerning the interpretation, application or violation of this Agreement cannot be settled through the procedure described above within ten (10) working days, the matter may be submitted by a Signatory Union to this Agreement or the Company, to a Board of Arbitration for adjudication. This Board shall consist of three (3) Arbitrators, one appointed by each party to this Agreement and the third, who shall act as Chairperson, to be selected by the two so appointed. The party desiring arbitration shall appoint its Arbitrator and shall give notice in writing to the other party together with a written statement of the question to be arbitrated.

In the event that the other party does not appoint its Arbitrator within three (3) days the appointment shall be made by the Minister of Labour for the Province in which the grievance occurs. In the event the two Arbitrators appointed cannot within three (3) days select a third Arbitrator who is willing to serve, the two Arbitrators shall jointly request the Minister of Labour of the Province in which the grievance occurs to designate the third Arbitrator who shall act as Chairperson. This Board when selected or appointed will proceed as soon as practicable to examine into the dispute or grievance and on the basis of the facts, render its judgment.

The majority or unanimous decision of the Board of Arbitration shall be final and binding and accepted by both parties for the duration of the Agreement.

In the event that a majority decision is not reached by the Board of Arbitration, the decision of the Chairperson shall be deemed to be the decision of the Board and shall be final and binding and accepted by both parties for the duration of the Agreement.

The Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

In arbitration proceedings, each party shall pay the expenses of its Arbitrator and the expenses of the Chairperson shall be shared equally by the parties. The Company shall provide the necessary facilities for the grievance meetings.

- 7.200 Grievance forms will be provided by the Company at the jobsite, or they may be downloaded from the General Presidents' Maintenance Committee website at www.gpmccanada.com.
- 7.300 Where the Employers wishes to grieve a union, the above noted procedure may be used with modifications as appropriate.

AMENDED LANGUAGE:

- 7.100 It is agreed that it is the spirit and intent of this agreement to address grievances promptly. All grievances, but not those pertaining to jurisdictional disputes, covering the interpretation, application, operation, terminations, or alleged violation of this collective agreement that may arise on any work covered by this agreement must be initiated in writing within ten (10) calendar days of the incident and shall be handled in the following manner:
- 7.100 Step I Between the aggrieved Employee / Craft Steward and the Employer Foreperson / Supervisor.

A standard GPMC / NMC grievance form must be filled out by the Craft Steward/ Employer at this step. Grievance forms will be provided by the Company at the jobsite, or they may be downloaded from the General Presidents' Maintenance Committee website at www.gpmccanada.com

If the grievance is not settled within seven (7) calendar days, then the grievance may be advanced to Step II. Written notice must be provided when advancing to the next step.

7.100 Step II Between the aggrieved employee, the Craft Steward and/or Local Union Business Representative and the Foreperson, the Supervisor, and the Project Manager.

If settlement is not achieved within seven (7) calendar days at Step II, the grievance may be advanced to Step III. Written notice must be provided to the International Union Representative and the Employer Representative when advancing to the next step.

Timelines may be extended upon written agreement by both parties.

7.100 Step III Between the International Union Representative and the Labour Relations Manager or the highest official of the Employer.

The carriage and control of any grievance at Step III and beyond, rests solely with the International Union Representative.

If settlement cannot be reached within seven (7) calendar days at Step III, either Party may request a Step IV Grievance Hearing upon written notification to the Labour Relations Representative (GPMC/NMC).

Timelines may be extended upon written agreement by both parties.

7.100 Step IV The Labour Relations Representative (GPMC/NMC) shall establish a Grievance Panel consisting of three (3) Committee Representatives within fourteen (14) calendar days of notification, either at a mutually agreed to location or via electronic platform to hear the grievance.

Submissions from both the Union and the Employer to the grievance panel must include a copy of the grievance form, as indicated in 7.101, names of all grievors affected by the grievance and any other relevant information or documents pertaining to the grievance. Please note that the remedy requested by either party must be clearly identified in writing on the grievance form.

All submissions shall be received by the Labour Relations Representative no later than three (3) calendar days prior to the scheduled hearing date.

The Grievance Panel shall render their decision in a timely manner.

If either party to the grievance does not accept the Grievance Panel's decision, they may advance the grievance to Step V upon written notification to the affected Party.

- 7.100 Step V If any dispute or grievance concerning the interpretation, application or violation of this agreement cannot be settled through the procedure described above, the matter may be submitted by the Union or the Employer to arbitration for adjudication within ten (10) calendar days.

2. PAYMENT FOR CLIENT AND CONTRACTOR ONLINE ORIENTATION – ARTICLE 11.208 GPMA & 20.202 NMA

ADD NEW LANGUAGE:

11.208 Employer Online Orientation & Onboarding:

If an employer requires an employee to complete online orientation and on-boarding, where applicable, the Employer shall estimate a reasonable amount of time to complete the online orientation and on-boarding where applicable. The Employer shall pay an allowance for completing the course(s) equal to that time estimate, to a maximum of four (4) hours, multiplied by the employee's straight time total package hourly rate.

11.209 Client Online Orientation & Onboarding:

Employees will be compensated for the prescribed amount of time, multiplied by their straight time total package hourly rate, for completing any Owner / Client online orientation, onboarding or basic training courses required of an employee.

The Employer will identify the prescribed amount of time required for each course and include this information on the manpower request sent to the Local Union. The prescribed amount of time for each course shall also be forwarded to the administrative office of the GPMC and the Maintenance Contractors Association. These Parties will review the documentation to ensure the time allocated is uniform for all Employers.

When a job call is cancelled, and employees at the direction of the Employer have completed the required course(s), this Article shall apply and those affected shall be compensated. Alternatively, compensation will not be provided to employees who complete the required course(s) but fail to report for duty.

3. APPRENTICE RATIOS – ARTICLE 11.700 GPMA & 19.100 NMA

EXISTING LANGUAGE:

11.700 The parties to this agreement recognize the importance of apprenticeship to the maintenance industry. The parties agree to support, wherever practicable, the employment of apprentices on maintenance projects to reflect acceptable reference agreement ratios. The Company will follow the policies established in the Local Agreement with respect to the granting of pay increments. Should the apprentice be requested by the Company to delay their school block, he or she will be paid their full increment upon completion of appropriate work hours. Any delayed schooling must be approved by the Local Union apprenticeship authority.

19.100 The Council and Member Unions agree that the needs of plant maintenance may warrant differing apprentice ratios than those established. The Company and Unions, therefore, agree to negotiate such ratios from time to time as the conditions warrant.

AMENDED LANGUAGE:

11.700

19.100 The parties to this agreement recognize the importance of apprenticeship to the maintenance industry. ~~The parties agree to support, wherever practicable, the employment of apprentices on maintenance projects to reflect acceptable reference agreement ratios.~~ The Company will employ a minimum of twenty percent (20%) apprentices, per Union, unless varied by mutual agreement between the Company and Union as job conditions warrant. The parties to the agreement recognize that the above established apprentice to journey person ratio is contingent upon the availability of apprentices through the local union hall.

The Company will follow the policies established in the Local Agreement with respect to the granting of pay increments. Should the apprentice be requested by the Company to delay their school block, he or she will be paid their full increment upon completion of appropriate work hours. Any delayed schooling must be approved by the Local Union apprenticeship authority.

4. OVERTIME CONDITIONS – ARTICLE 13.201 & 13.202 GPMA ONLY

EXISTING LANGUAGE:

13.201 Long-Term Maintenance:

All overtime worked will be paid at the rate of time and one half (1 ½ x) Monday to Sunday. Double-time (2x) will be paid after twelve (12) hours Monday to Sunday. All time worked on Statutory Holidays shall be paid at the rate of double-time (2x).

13.202 Short-Term Maintenance:

All overtime worked will be paid at the rate of time and one half (1 ½ x) Monday to Saturday. Double-time (2x) will be paid after twelve (12) hours Monday to Saturday.

All time worked on Sundays and Statutory Holidays shall be paid at the rate of double-time (2x).

AMENDED LANGUAGE:

13.201 Long-Term Maintenance Overtime Conditions:

a) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours	Up to 4 hours	After 12 hours
Tuesday	8 hours	Up to 4 hours	After 12 hours
Wednesday	8 hours	Up to 4 hours	After 12 hours
Thursday	8 hours	Up to 4 hours	After 12 hours
Friday	8 hours	Up to 2 hours	After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

b) Four Ten Hour Day Option (4x10) Monday to Thursday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours	Up to 2 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday		Up to 10 hours	After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

Tuesday to Friday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday		Up to 10 hours	After 10 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday	10 hours	Up to 2 hours	After 12 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

13.202 Short-Term Maintenance Overtime Conditions:

a) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours		After 8 hours
Tuesday	8 hours		After 8 hours
Wednesday	8 hours		After 8 hours
Thursday	8 hours		After 8 hours
Friday	8 hours		After 8 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

b) Four Ten Hour Day Option (4x10) Monday to Thursday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours		After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday			All hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

Tuesday to Friday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday			All hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday	10 hours		After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

5. CWW OVERTIME CONDITIONS – ARTICLE 16.300 GPMA ONLY

EXISTING LANGUAGE:

16.300 a) All overtime worked in excess of a regularly scheduled twelve (12), ten (10) or eight (8) hour shift and all hours worked on regularly scheduled days off shall be paid at applicable overtime rates in accordance with Clause 13.201.

All overtime worked will be paid at the rate of time and one half (1 ½ x) Monday to Sunday.

Double-time (2x) will be paid after twelve (12) hours Monday to Sunday.

All time worked on Statutory Holidays shall be paid at double-time (2x) in accordance with compressed work week rates.

AMENDED LANGUAGE:

16.300 a) All overtime worked in excess of a regularly scheduled twelve (12), ten (10) or eight (8) hour shift ~~and all hours worked on regularly scheduled days off~~ shall be paid at applicable overtime rates in accordance with Clause 13.201.

Time and one-half (1 ½) will be paid for the first ten (10) hours on the first scheduled day off.

~~Double time (2x) will be paid after twelve (12) hours Monday to Sunday.~~ All other overtime hours will be paid at double-time (2x).

All time worked on Statutory Holidays shall be paid at double-time (2x) in accordance with compressed work week rates.

6. OVERTIME CONDITIONS – ARTICLE 16.300 NMA ONLY

EXISTING LANGUAGE:

16.300 All overtime worked will be paid at the rate of time and one half (1 ½x) Monday to Saturday. Double time (2x) will be paid after twelve (12) hours Monday to Saturday.

All time worked on Sundays and Statutory Holidays shall be paid for at the rate of double time (2x).

AMENDED LANGUAGE:

16.300 Long-term maintenance overtime conditions will be paid for any work, with exception to major turnarounds, that is estimated to last longer than thirty (30) available days of work. Short-term maintenance overtime conditions will be paid for minor outages, project work and any work that lasts thirty (30) available days of work or less.

Major turnaround work will be paid in accordance with Article 9.700.

In cases where short-term maintenance employee's work greater than thirty (30) available days of work the Employer will notify those affected of the date they will transition to long-term maintenance overtime conditions.

It is understood that available days of work refers to the straight time days within an employee's regular shift schedule. Overtime days shall not count towards the thirty (30) available days of work.

16.301 Long-Term Maintenance Overtime Conditions:

a) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours	Up to 4 hours	After 12 hours
Tuesday	8 hours	Up to 4 hours	After 12 hours
Wednesday	8 hours	Up to 4 hours	After 12 hours
Thursday	8 hours	Up to 4 hours	After 12 hours
Friday	8 hours	Up to 2 hours	After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

b) Four Ten Hour Day Option (4x10) Monday to Thursday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours	Up to 2 hours	After 12 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday		Up to 10 hours	After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

Tuesday to Friday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday		Up to 10 hours	After 10 hours
Tuesday	10 hours	Up to 2 hours	After 12 hours
Wednesday	10 hours	Up to 2 hours	After 12 hours
Thursday	10 hours	Up to 2 hours	After 12 hours
Friday	10 hours	Up to 2 hours	After 12 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

16.302 Short-Term Maintenance Overtime Conditions:

a) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours		After 8 hours
Tuesday	8 hours		After 8 hours
Wednesday	8 hours		After 8 hours
Thursday	8 hours		After 8 hours
Friday	8 hours		After 8 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

b) Four Ten Hour Day Option (4x10) Monday to Thursday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours		After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday			All hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

Tuesday to Friday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday			All hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday	10 hours		After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

7. REMOVAL OF DESIGNATED DAY OFF LANGUAGE – ARTICLE 15.200 IRVING GPMA ONLY

REMOVE EXISTING LANGUAGE: (LANGUAGE WILL REMAIN APPLICABLE FOR SAINT JOHN LNG GPMA)

~~15.200 Where "Designated Days Off" (DDO) are established for a project, the Owner/Client has the sole right to designate the days of no work.~~

~~These DDO's will be posted on a semi-annual basis, normally in January and July of each year. Should any work be performed on these DDO's, they will be compensated at the applicable overtime rate.~~

8. STATUTORY HOLIDAY LANGUAGE – ARTICLE 17.100 GPMA & 12.100 NMA

EXISTING LANGUAGE:

17.100 The following days will constitute the recognized holidays within the terms of this agreement. Any other holiday proclaimed by either the Provincial or Federal Government will be automatically recognized within this Agreement

AMENDED LANGUAGE:

17.100 The following days will constitute the recognized holidays within the terms of this agreement. Any other holiday proclaimed by either the Provincial or Federal Government will be automatically recognized within this Agreement.

The National Day for Truth and Reconciliation shall be observed on the day it falls and will not be moved for observance when the Holiday falls outside of an employee's regular work week. The National Day for Truth and Reconciliation is the only Holiday that this practice applies.

Should the Federal or Provincial government proclaim another Statutory Holiday, Parties to the agreement will meet to determine the new holiday's application for observance.

9. STATUTORY HOLIDAY LANGUAGE – REMOVE LAST PARAGRAPH OF ARTICLE 17.400 GPMA & 12.300 NMA

REMOVE EXISTING LANGUAGE:

17.400

~~12.300 ...Good Friday will be observed on the first Monday of June (known as "Refinery Day" and is a Designated Day Off). Should Good Friday fall during a scheduled shutdown those employees hired on for the shutdown will observe the Holiday on the Thursday before the Holiday.~~

10. REMOVAL OF PCMG LANGUAGE – ARTICLE 17.500 GPMA ONLY

REMOVE EXISTING LANGUAGE:

~~17.500 – Holiday Observance Clarification for PCMG Members:~~

~~For Good Friday, Victoria Day, Canada Day, New Brunswick Day, Thanksgiving Day, Remembrance Day, and Boxing Day, crews each of approximately 20 – 24 maintenance workers selected from the PCMG will be required to work on the day observed as the Statutory Holiday on one (1) or at most two (2) of these Statutory Holidays per year, at straight time pay.~~

~~PCMG members who work a Statutory Holiday will receive a scheduled day off without pay in lieu of the holiday, thereby giving them an extended (4 day) weekend.~~

~~A schedule showing the pre-determined lieu days for the year will be distributed to all employees.~~

~~If a PCMG Member works on a recognized holiday and is subsequently no longer employed by the Owner when he or she should have their alternative day off, then he / she will be compensated at the appropriate overtime rate (for the holiday work).~~

11. CALL-IN OVERTIME PAY –ARTICLE 19.301 GPMA ONLY

EXISTING LANGUAGE:

19.301 When an employee is called in to work on their scheduled day off or a Holiday, he or she shall be paid a minimum of two (2) hours pay at double (2) the basic hourly rate.

19.302 Employee will receive minimum of two (2) hours pay for all call-ins regardless of time or duration except that total call in pay within a given eight (8) hour period will not exceed normal overtime pay for that eight (8) hour period.

AMENDED LANGUAGE:

~~19.301 – When an employee is called in to work on their scheduled day off or a Holiday, he or she shall be paid a minimum of two (2) hours pay at double (2) the basic hourly rate.~~

19.302 Employee's will receive a minimum of two (2) hours pay at the double-time (2x) rate for all call-ins regardless of time or duration and any hours worked thereafter will be paid at the applicable overtime rate. ~~except that. Total call in pay within a given eight (8) hour period will not exceed normal overtime pay for that eight (8) hour period.~~

12. ADMINISTRATION FUND TRANSITION REMITTANCES TO EFT – ARTICLE 28.100 GPMA & 10.300 NMA

EXISTING LANGUAGE:

28.100 The employer shall contribute an amount of ten (\$0.10) cents per hour earned to the General Presidents' Maintenance Committee Industry Administration Fund.

AMENDED LANGUAGE:

28.100 The Employer and all Sub-Contractors to this Agreement shall contribute an amount of ten cents (\$0.10) per hour earned into the Administration Fund of the General Presidents' Maintenance Committee for Canada.

This amount shall be remitted monthly in accordance with the 'Administration Fund Appendix' attached to this agreement.

ADD NEW LANGUAGE – ADMINISTRATION FUND APPENDIX:

In accordance with Article 28.100, the Employer and all Sub-Contractors to this agreement shall pay ten cents (\$0.10) per hour earned into the Administration Fund of the General Presidents' Maintenance Committee for Canada.

This amount shall be remitted monthly by way of electronic fund transfer (EFT) by the fifteenth (15th) of the following month in which the hours were executed, along with the Remittance Form outlining the hours and trades being reported. The Remittance Form must be forwarded by e-mail to the following e-mail address: admin@gpmccanada.com

Remittances to the General Presidents' Maintenance Committee for Canada must include an additional 15% (HST) to be remitted along with the General Presidents' Maintenance Committee for Canada monthly remittances.

NOTICE TO CONTRACTORS

Contact the Administrative Office of the General Presidents' Maintenance Committee for Canada to obtain the appropriate information and to initiate the setup process for an electronic funds transfer (EFT). Employers unable to make payment by EFT will be granted an allowance to utilize post mail only in cases where a letter from their bank has been provided. Where an allowance has been provided the cheque and Remittance Form can mailed and made payable to:

General Presidents' Maintenance Committee for Canada
447 Frederick Street, Suite 100
Kitchener, Ontario
N2H 2P4

ATTENTION: Brett McKenzie, Executive Director

13. DURATION OF AGREEMENT – ARTICLE 30.100 GPMA & 24.100 NMA

EXISTING LANGUAGE:

30.100 The duration of the Agreement will be three (3) years from July 1, 2019, to June 30, 2022 and shall continue from year to year thereafter unless notice of desire to negotiate changes or termination is given by either party at least sixty days (60) prior to such anniversary date. Changes by mutual consent of the parties are not excluded during the lifetime of this agreement.

AMENDED LANGUAGE:

30.100 The duration of the Agreement will be three (3) years from July 1, 2022 to June 30, 2025 and shall continue from year to year thereafter unless notice of desire to negotiate changes or termination is given by either party at least sixty days (60) prior to such anniversary date. Changes by mutual consent of the parties are not excluded during the lifetime of this agreement.

14. BEREAVEMENT PAY – BEREAVEMENT PROTOCOL APPENDIX GPMA & NMA

EXISTING LANGUAGE:

2.01 Bereavement Pay Benefits in an amount of one hundred and thirty dollars (\$130.00) shall be paid to an Employee for up to three (3) days of lost work incurred as a result of the Employee's attendance at a funeral or memorial service upon the death of an Employee's Spouse, Child, Parent, Parent-in-Law, Grandparent, Sibling, Brother In-law or Sister In-law.

AMENDED LANGUAGE:

2.01 Bereavement Pay Benefits shall be eight (8) hours multiplied by the employees' base wage rate for up to three (3) days of lost work incurred as a result of the employee's attendance at a funeral or memorial service upon the death of an Employee's Spouse, Child, Parent, Parent-in-Law, Grandparent, Sibling, Brother In-law or Sister In-law.

Bereavement Pay Benefits shall be paid at the straight time rate. Bereavement Pay shall not be applicable to any overtime days missed.

15. CANADIAN MODEL VERSION 6.0 – POLICY UNDERSTANDINGS APPENDIX GPMA & NMA

EXISTING LANGUAGE:

Policy Understandings Appendix:

"CANADIAN MODEL FOR PROVIDING A SAFE WORKPLACE" the parties agree to adopt the Canadian Model for Providing a Safe Workplace Alcohol and Drug Guidelines and Work Rules v.5.0 dated October 8, 2014. The Committee reserves the right to review subsequent updates to the Canadian model.

AMENDED LANGUAGE:

Policy Understandings Appendix:

"CANADIAN MODEL FOR PROVIDING A SAFE WORKPLACE" the parties agree to adopt the Canadian Model for Providing a Safe Workplace Alcohol and Drug Guidelines and Work Rules v.5.0 dated October 8, 2014. The Committee reserves the right to review subsequent updates to the Canadian model.

The General Presidents' Maintenance Committee for Canada and National Maintenance Council for Canada and Employers signatory to this agreement reserve the right to update the Canadian Model.

(The Policy Understandings Appendix will be added to the NB Intermittent NMA)

16. POLICY UNDERSTANDINGS APPENDIX – UPDATE TO ITEMS OF UNDERSTANDINGS GPMA & NMA

EXISTING LANGUAGE:

2019 ITEMS OF UNDERSTANDING

- 1.) The Parties agree that the Contractor will be responsible for payment of failed weld tests.
- 2.) The Parties agree to review the Compressed Work Week (CWW) Uplift established by Irving in the event of the alteration or cancellation of the initiative.

AMENDED LANGUAGE:

2019 ITEMS OF UNDERSTANDING

- 1.) The Parties agree that the Contractor will be responsible for payment of failed weld tests.
- ~~2.) The Parties agree to review the Compressed Work Week (CWW) Uplift established by Irving in the event of the alteration or cancellation of the initiative.~~

3.) The rate of subsistence, as governed by the Subsistence / Accommodation Allowance Appendix herein, will increase to one hundred and thirty-five (\$135.00) dollars effective July 1, 2024.

4.) The overtime meal allowance payment made in lieu of providing a hot meal will increase to thirty (\$30.00) dollars effective July 1, 2024. (NMA Article 16.601 and GPMA Article 13.505)

5.) The parties to the agreement commit to explore the creation of a Worker Portability Protocol. The following people have been assigned to this working committee:

- 1) Kent Oliver 2) Stephane Favron 3) James Fougere 4) Tim Moore
- 5) Kyle MacDonald

One Committee and one Employer representative will co-chair the sub-committee to develop the protocol and will convene their first meeting no later than July 14, 2022.

17. HOUSEKEEPING ITEMS

1.) Referral of Tradespeople in GPMA (11.200) & NMA (21.100):

- “Such requests to the Union Hall will be made and/or confirmed by facsimile or e-mail”

2.) Add STM and LTM calculations / formulas into the body of the GPMA Collective Agreement.

- These are presently only included in the Wage and Benefit Schedule Appendix of GPMA.
- The Intermittent NMA (9.100) includes this language in the body of the agreement currently.

3.) Moving UA Canadian Training Trust Fund Language from 12.400 to UA Wage Schedule:

- “Management association funds, discretionary funds and premium for high or low work, hazardous work, dirty work, acid work and other similar fringes are excluded from this Agreement. ~~The contribution to the U.A. Canadian Training Trust Fund is required under the Project Agreement.~~”

4.) GPMA Article 13.100(i) Article Numbering:

- The noon lunch period (paid break) will be one half (1/2) hour and may be staggered one (1) hour either way to accommodate production schedules and emergencies. The above penalty clauses outlined in ~~16.100 a.) and b.)~~ 13.100(i) a.) and b.) will apply in instances when the staggered lunch hour (paid break) is moved greater than one (1) hour either way to accommodate production schedules and emergencies as identified in ~~16.100~~ Article 13.100.

5.) Penalty for Working Through Lunch Period on Regular 5x8’s or 4x10’s:

- GPMA Article 13.101 will be moved to Article 13.100 which addresses the regular 5x8’s or 4x10’s shift with an unpaid lunch and two coffee breaks.
 - “13.101 An employee, who is requested to work through his scheduled noon lunch period on a regular eight (8) or ten (10) hour day and the lunch period provided falls beyond the staggered one (1) hour allowance, will be paid an additional one half (1/2) hour at the straight time rate”.
- The above language will be added to the NB Intermittent NMA under Article 16.100.

6.) Remove GPMA Article 13.300:

- ~~“In no case shall overtime rates exceed double the hourly rate shown on the attached Wage and Benefit Schedule Page.”~~

7.) Remove GPMA Article 13.400, 14.700, 16.401:

- ~~“Payment for the Statutory Holidays, as listed in Article 17.000 of this Agreement, shall be in accordance with the attached Wage and Benefit Schedule Page.”~~

8.) GPMA Article 16.104 Article Numbering:

- “When a Compressed Work Week schedule has not been established as noted in Clause ~~17.103~~ 16.103, such schedules must be mutually agreed to between the Unions and the Company.”

9.) GPMA Article 16.402 Article Numbering:

- “All time worked on statutory holidays, as listed in Article 17.000 of this Agreement, shall be paid at the applicable overtime rate, but in no case shall overtime rates exceed double the hourly day rate shown on the attached schedule except as noted in Clause ~~17.300 (b)~~ 16.300 (b).”

10.) Amending Canadian Safety Achievement Awards Language GPMA:

- “All Employers signatory to this agreement commit to support the Canadian Safety Achievement Awards (CS2A) program through the submission of nominations annually.”

11.) REPSOL Ownership of Saint John LNG:

- Remove Saint John LNG from underneath Irving Oil on the cover page of collective agreement.
- Change all instances of Canaport LNG to Saint John LNG within the collective agreement.

12.) Language Review Sub-Committee:

- The Parties to the Collective Agreement agree to establish a working sub-committee to review the amendments contained within this document to ensure accuracy. This sub-committee will also review the language related to each amendment and make recommendations for any changes that may be required. The language review sub-committee will review the collective agreement language to ensure gender neutrality.

The following individuals have been identified to sit on this Language Review sub-committee:

- | | | |
|-------------------|------------------------|-----------------|
| 1) Len Day | 2) Jean-Marc Ringuette | 3) Mike Malles |
| 4) Kyle MacDonald | 5) James Fougere | 6) Derek McGraw |

In addition to the above, the following items need to be addressed by this Sub-Committee:

- 1.) **Subsistence / Accommodation Allowance:** (Discussions to be held no later than July 14, 2022)
 - a. Develop language surrounding employee’s providing proof of residence within a reasonable time frame with respect to their application and subsequent payment of the accommodation allowance.

- 2.) **30 Day Notice Period for Any Rate Change to Wage Schedules:** (Discussions to be held no later than July 14, 2022)
 - a. Develop language to be added to the Items of Understanding Appendix with respect to the Unions providing notice to Employers for any changes made to their wage schedules or contributions the various funds.

- 3.) **Maintenance Jurisdiction Dispute Resolution Plan (NMA Only):** (Discussions to be held no later than July 14, 2022)
 - a. In relation to Article 2.300 of the NB Intermittent NMA, should an agreement not be reached between the affected trades; the matter may be referred to a Maintenance Dispute Resolution Plan for adjudication. Develop a process / plan process to accomplish the above.

18. UPDATED & POSTED COLLECTIVE AGREEMENTS

It is understood that the Administrative Office of the GPMC / NMC will update and post the revised collective agreements to the website shortly.

Regards,



Brett McKenzie
Executive Director
GPMC / NMC